

# EXHIBIT A

https://researchga.tylerhost.net/CourtRecordsSearch/ViewCasePrint/4b074d33329a55048f7a10a0a25fcb99

Case Information

50Floor, LLC VS Lynton, LLC d/b/a LyntonWeb

23CV1641

Location	Case Category	Case Type	Case Filed Date
DeKalb - Superior Court	Civil	Contract	1/26/2023
Judge	Case Status		
LaTisha Dear Jackson	Open (Open)		

Parties<sup>2</sup>

Type	Name	Nickname/Alias	Attorneys
Plaintiff	50Floor, LLC		BARR, J TUCKER, Mitchell, Richard A
Defendant	Lynton, LLC d/b/a LyntonWeb		

Events<sup>4</sup>

Date	Event	Type	Comments	Documents
1/26/2023	Filing	Complaint or Petition for Damages	Complaint for Damages	Complaint or Petition for Damages.pdf
1/26/2023	Filing	Summons	Summons	Summons.pdf
1/26/2023	Filing	Case Initiation Form	Case Initiation Form	Case Initiation Form.pdf
2/20/2023	Filing	Service - Return of Service	Sheriff's Return of Personal Service	Service - Return of Service.pdf



## General Civil and Domestic Relations Case Filing Information Form

☒ Superior or ☐ State Court of DeKalb County

**For Clerk Use Only**

Date Filed 1/26/2023  
MM-DD-YYYY

23CV1641

Case Number \_\_\_\_\_

**Plaintiff(s)**

50FLOOR, LLC

Last First Middle I. Suffix Prefix

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Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

**Defendant(s)**

LYNTON, LLC d/b/a LYNTONWEB

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Plaintiff's Attorney Richard A. Mitchell

State Bar Number 513419 Self-Represented ☐

Check one case type and one sub-type in the same box (if a sub-type applies):

**General Civil Cases**

- ☐ Automobile Tort
- ☐ Civil Appeal
- ☐ Contempt/Modification/Other Post-Judgment
- ☒ Contract
- ☐ Garnishment
- ☐ General Tort
- ☐ Habeas Corpus
- ☐ Injunction/Mandamus/Other Writ
- ☐ Landlord/Tenant
- ☐ Medical Malpractice Tort
- ☐ Product Liability Tort
- ☐ Real Property
- ☐ Restraining Petition
- ☐ Other General Civil

**Domestic Relations Cases**

- ☐ Adoption
- ☐ Contempt
  - ☐ Non-payment of child support, medical support, or alimony
- ☐ Dissolution/Divorce/Separate Maintenance/Alimony
- ☐ Family Violence Petition
- ☐ Modification
  - ☐ Custody/Parenting Time/Visitation
- ☐ Paternity/Legitimation
- ☐ Support – IV-D
- ☐ Support – Private (non-IV-D)
- ☐ Other Domestic Relations

- ☐ Check if the action is related to another action pending or previously pending in this court involving some or all of the same: parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number \_\_\_\_\_

Case Number \_\_\_\_\_

- ☒ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in OCGA § 9-11-7.1.

- ☐ Is a foreign language or sign-language interpreter needed in this case? If so, provide the language(s) required.

Language(s) Required \_\_\_\_\_

- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.

3. Venue and jurisdiction are proper in this Court because Lynton transacts business in Dekalb County and/or because the actions of Lynton giving rise to 50Floor's claim for breach of contract occurred in Dekalb County.

### **FACTS COMMON TO ALL COUNTS**

4. 50Floor sells and installs a variety of flooring products, serving both residential and commercial customers. 50Floor has experienced rapid growth over the past several years and now operates in more than 10 states across the country.

5. Seeking to better serve its customers and to provide its services more efficiently, 50Floor desired to integrate its existing Enterprise Resource Planning system with a new Customer Relationship Management (CRM) solution called HubSpot and to upgrade its scheduling solution (collectively, the “Development Work”).

6. 50Floor contracted with Lynton to perform and complete the Development Work. Pursuant to the contract documents signed by the parties on or about April 6, 2021 (the “Development Work Contract”), Lynton agreed to complete the Development Work within four months.

7. Based on the reasonable expectation that the Development Work would be completed on schedule, 50Floor purchased an annual subscription license from HubSpot.

8. During the ensuing months, Lynton failed to make any meaningful progress on the Development Work. In periodic status updates, Lynton made various excuses, all the while representing to 50Floor that the Development Work would be completed soon.

9. Throughout the duration of the project, Lynton, among other things, repeatedly missed deadlines, unilaterally pushed-out the project schedule, failed to properly staff adequate development resources, concealed facts concerning its lack of resource capacity and capabilities, and made false representations about the project’s status.

10. After more than a year after the original completion deadline, Lynton still had failed to deliver a working solution.

11. On or about July 20, 2022, 50Floor requested a virtual meeting with Lynton. Lynton had prior to that date falsely stated that the project was near completion. However, during the meeting, Lynton revealed that the Development Work was nowhere near completion. In fact, Lynton's representative stated that upon examining the work of its own developer resource (which it apparently did not do until immediately before the meeting), Lynton discovered that there was something "wrong" with the developer's work. She also admitted that Lynton "made a mistake" with the integration with HubSpot. These admissions and many others appear in a recorded video of the meeting.

12. Having finally admitted that it had failed to complete the Development Work, Lynton proposed two options during the July 20, 2022 meeting. The first option was to move forward by attempting to correct the admittedly defective work that existed at that time. Lynton expressed "low confidence" in the viability of this option.

13. As an alternative, Lynton proposed a complete rebuild, which Lynton estimated would take a minimum of 10-14 weeks. Thus, Lynton proposed completely starting over, using none of the defective work that Lynton claimed it had been working on for more than a year, since the beginning of the engagement in April 2021.

14. Given the clear disinterest that Lynton displayed over the course of the engagement, 50Floor simply had no confidence that any solution that Lynton might someday produce would function according to 50Floor's needs or that Lynton would be capable of providing adequate support going forward. Therefore, 50Floor terminated the relationship with Lynton.

15. The unavailability of a working software solution has caused significant economic injury to 50Floor, including the loss of customer opportunities (as 50Floor had no working CRM

solution) and the wasted payment of subscription license fees for the HubSpot product, which 50Floor was unable to utilize.

**COUNT I: BREACH OF CONTRACT**

16. 50Floor hereby repeats and re-alleges all preceding allegations of its Complaint, as though fully set forth herein.

17. 50Floor and Lynton entered into a valid and binding written contract, pursuant to which Lynton was to complete the Development Work on the timetable stated therein.

18. 50Floor has performed all legal and contractual obligations it undertook in connection with the Development Work Contract, and all conditions precedent to the Development Work Contract's enforcement, if any, have been satisfied by 50Floor.

19. Lynton breached the Development Work Contract by failing to deliver a complete and working solution on a timely basis.

20. 50Floor paid Lynton for the Development Work as agreed in the Development Work Contract.

21. As a result of Lynton's breach, 50Floor has incurred economic injury and seeks to recover (a) the fees it paid to Lynton, (b) the fees it paid for the HubSpot product, (c) the value of lost customer business attributable to the unavailability of the working solution that Lynton promised to deliver, and (d) such other damages that 50Floor may prove at trial.

**COUNT II: BREACH OF THE COVENANT OF GOOD FAITH  
AND FAIR DEALING**

22. 50Floor hereby repeats and re-alleges all preceding allegations of its Complaint, as though fully set forth herein.

23. The Development Work Contract is a valid and binding contract between 50Floor and Lynton.

24. Throughout the duration of the project, Lynton repeatedly missed deadlines, unilaterally pushed-out the project schedule, failed to properly staff adequate development resources, concealed facts concerning its lack of resource capacity and capabilities, and made false representations about the project's status.

25. Through this conduct, Lynton has breached its duty of good faith and fair dealing under the Development Work Contract and damaged 50Floor in an amount to be proven at trial.

### **COUNT III: UNJUST ENRICHMENT**

26. 50Floor hereby repeats and re-alleges all preceding allegations of its Complaint, as though fully set forth herein.

27. In the alternative to Count I and II, if the Court does not find the existence of a valid contract, Lynton has been unjustly enriched at 50Floor's expense by receiving the benefit of the fees that 50Floor paid to Lynton, which Lynton is not entitled to retain.

28. Without limitation, Lynton has provided no consideration or value in return for the benefit conferred on it by virtue of 50Floor's payments.

29. The principles of justice, equity, and good conscience require Lynton to compensate 50Floor for the benefits conferred upon Lynton, in an amount of no less than the fees paid to Lynton.

### **COUNT IV: ATTORNEYS' FEES AND EXPENSES OF LITIGATION**

30. 50Floor hereby repeats and re-alleges all preceding allegations of its Complaint, as though fully set forth herein.

31. In breaching its contract with 50Floor, Lynton has acted in bad faith, has been stubbornly litigious, and has caused 50Floor unnecessary trouble and expense.



32. Accordingly, pursuant to O.C.G.A. § 13-6-11, 50Floor is entitled to recover its attorneys' fees and expenses of litigation in connection with this Complaint.

**PRAYER FOR RELIEF**

WHEREFORE, 50Floor respectfully asks the Court to grant the following relief:

- a. To enter judgment in 50Floor's favor and against Lynton with respect to Counts I, II, and IV of the Complaint;
- b. In the alternative to a judgment on Counts I, II, and IV, to enter judgment in 50Floor's favor and against Lynton with respect to Count III of the Complaint;
- c. To award 50Floor any and all damages that it has incurred as a result of Lynton's breach of contract, including, without limitation, actual damages, pre-judgment interest, and post-judgment interest;
- d. To award 50Floor its reasonable attorneys' fees and expenses of litigation in connection with this Complaint;
- e. To award 50Floor all costs of this action; and
- f. To grant such other and further relief to 50Floor as the Court considers just and appropriate under the circumstances.

Respectfully submitted, this the 26<sup>th</sup> day of January 2023.

ARNALL GOLDEN GREGORY LLP

/s/ Richard A. Mitchell

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*Counsel for Plaintiff*

**IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

23CV1641

50FLOOR, LLC

Case No.:

Plaintiff

VS

LYNTON, LLC d/b/a LYNTONWEB

Defendant

**SUMMONS**

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file electronically with the Clerk of said court at <https://efilega.tylerhost.net/ofswweb> and serve upon the Plaintiff's attorney, whose name, address and email is:

Richard A. Mitchell, Esq.  
Arnall Golden Gregory LLP  
171 17th Street NW, Suite 2100  
Atlanta, GA 30363  
richard.mitchell@agg.com

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 26th day of January, 2023.

Honorable Debra DeBerry  
Clerk of Superior Court  
/s/ Denise Ingram

By \_\_\_\_\_  
Deputy Clerk

E-Filing and E-Service

Pursuant to the Superior Court of DeKalb County's E-File Order, dated December 27, 2016, and available at [www.dksuperiorclerk.com/civil](http://www.dksuperiorclerk.com/civil), the parties must file all documents electronically through eFileGA unless expressly exempted under the Rule. All orders and notices from the Court will be electronically filed and served through eFileGA. The parties must register for an eFileGA account, link their service contact information with the case and the party represent, and take whatever steps are necessary to ensure that correspondence from eFileGA reaches the parties' inboxes. To access eFileGA, please go to <http://www.odysseyefilega.com/>



# Hughes County Sheriff's Office

3200 E. Highway 34 Ste 9

Pierre, SD 57501

Administration: 605-773-7470 Dispatch: 605-773-7410

SUPERIOR COURT

Return # 29041

Process # C23-00257

Docket # 23CV1641

Reference #

50FLOOR, LLC

Plaintiff,

- vs -

LYNTON, LLC d/b/a LYNTONWEB

Defendant

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}  
}  
}  
}

SHERIFF'S RETURN OF PERSONAL SERVICE

I, Patrick Callahan, Sheriff of Hughes County, South Dakota, hereby certify that on the **6th day of February, 2023**, a **Summons & Complaint**, in the above entitled action, came into my hand for service. That on the **7th day of February, 2023 at 11:08 AM**, in said county, **I did serve the documents on BUSINESS FILINGS INCORPORATED.**

By then and there delivering to and leaving with: **BUSINESS FILINGS INCORPORATED at 319 S COTEAU ST, PIERRE, SD 57501**

Item	Disburse To	Amount Owed	Amount Paid
Civil Process Fee	HUGHES COUNTY TREASURER	\$50.00	\$0.00
Mileage Fee (CURRENT)	HUGHES COUNTY TREASURER	\$5.90	\$0.00
		<b>Total Owed</b>	<b>\$55.90</b>
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Uncollectible</b>	<b>\$0.00</b>
		<b>Remaining</b>	<b>\$55.90</b>

**Invoice #** 23-02758  
ARNALL GOLDEN GREGORY LLP  
171 17TH ST. NW, SUITE 2100, ATLANTA, GA 30363

**Comments**  
Left with employee Felesha Hoffman

**Date Returned 2/7/23**

**Signed**

Deputy Gary Nickerson  
Hughes County Sheriff's Office  
3200 E Hwy 34 Ste 9  
Pierre, SD 57501  
Phone: (605) 773-7470  
Fax: (605) 773-7417